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FILED
Clerk
District Court

NOV 10 2005

For The Northern Mariana Islands
By _____
(Deputy Clerk)

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS

MELCHOR O. ALBUEN,

Plaintiff,

vs.

AVIATION SERVICES CNMI,
LTD., dba FREEDOM AIR,

Defendant.

Civil Action No. 05-0008

COMPROMISE AND
SETTLEMENT AGREEMENT

Agreement made this 10 day of November, 2005, between Melchor O. Albuen,
hereinafter referred to as Albuen, and Aviation Services CNMI, Ltd., dba Freedom Air
hereinafter referred to as Freedom Air.

RECITALS

WHEREAS, on March 20, 2005, Albuen filed the above-captioned Civil Action
No. 05-0008 against Freedom Air alleging several causes of action arising from their
relationship as an employee and employer on Saipan, Commonwealth of the Northern
Mariana Islands; and

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1 WHEREAS, Civil Action No. 05-0008 is now pending and that Albuen and
2 Freedom Air, and their respective counsel, have met, conferred, negotiated, and discussed
3 the settlement of Albuen's claims and do desire to settle their claims;

4 NOW THEREFORE, Albuen and Freedom Air, for and in consideration of the
5 mutual covenants contained herein, compromise and settle their disputes as follows:
6

7 **AGREEMENT**

8 1. Freedom Air shall pay Fourteen Thousand Five Hundred Dollars
9 (\$14,500.00.00) to Albuen upon the execution of this agreement and the approval of the
10 dismissal with prejudice of Civil Action No 05-0008.

11 2. Freedom Air shall provide Albuen a paid, one-way airline ticket to Manila,
12 Philippines, by November 11, 2005.

13 3. Freedom Air shall rescind the termination letter issued to Albuen and,
14 furthermore, expunge such termination letter from Albuen's personnel file and record.

15 4. Freedom Air will provide to Albuen a general letter of qualification and
16 performance as an aircraft mechanic.

17 5. Albuen shall dismiss with prejudice and release all claims against Freedom
18 Air asserted in Civil Action No. 05-0008.

19 6. The court shall retain jurisdiction over this civil action to enforce the terms
20 of this agreement.

21 7. The parties do hereby fully release, acquit an forever discharge each other,
22 their heirs, personal representatives, agents, affiliates, employees, officers, officials,
23 successors, predecessors, assigns, and all other persons, firms, corporations or other

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1 entities in privity or joint liability therewith, from any and all claims, actions, causes of
2 action, liability, demand, damages, or injuries of whatsoever nature, whether at law or in
3 equity, whether known or unknown, arising directly or indirectly out of any fact,
4 circumstances, act or omission existing or occurring at any time prior to the date of this
5 agreement and relating or pertaining or in any manner involving, concerning or relating to
6 any action or inaction by Freedom Air with respect to Albuen's employment which is the
7 basis of Civil Action No.05-0008.

8 8. This agreement and the payment to Albuen are not in any way to be
9 considered an admission of fault or liability on the part of any party hereto, but are instead
10 a compromise and settlement of the disputed claims, entered into for the express purpose
11 of avoiding the expense and vexation of further litigation.

12 9. This agreement shall inure to the benefit of and be binding upon the heirs,
13 personal representatives, agents, affiliates, employees, officers, officials, successors,
14 predecessors, assigns, and all other persons, firms, corporations or other entities in privity
15 or joint liability with the parties hereto.

16 10. Albuen and Freedom Air acknowledge that they have investigated and
17 assessed their respective rights, remedies, defenses, and liabilities and that they have had
18 adequate opportunity to seek, and have obtained, the advice of competent counsel
19 concerning all aspects of this agreement.

20 11. This agreement represents and contains the entire agreement between the
21 parties. It is expressly agreed that this compromise is made by the parties with full
22 knowledge of the facts and possibilities of the claims and defenses asserted, and that the
23 terms of the agreement and releases contained herein are contractual and not a mere

1 recital. This agreement may not be amended or modified except by an agreement in
2 writing, signed by all parties hereto.

3 12. Each party shall bear his/its own attorney fees and costs incurred in the
4 litigation of this action, and the negotiation, preparation, and execution of this agreement.

5 13. Counsels for Albuen and Freedom Air each represent that they have
6 completely read the agreement and have advised their respective clients of the contents
7 thereof. Each party and their counsel have reviewed and negotiated the agreement, and
8 that the rule of construction to the effect that any ambiguities are to be resolved against
9 the drafting party shall not be employed in the interpretation of this agreement.

10 14. If any provision of this agreement is declared illegal or unenforceable by
11 any court of competent jurisdiction in any action or proceeding instituted by, on behalf of,
12 or for the benefit of any party with respect to this agreement, and such provision cannot
13 be modified to be enforceable, such provision shall immediately become null and void,
14 and the party shall renegotiate such provision in good faith, leaving the remainder of this
15 agreement in full force and effect.

16 15. This agreement shall be governed by and construed in accordance with the
17 laws of the Commonwealth of the Northern Mariana Islands.

18 16. This agreement may be executed in separate counterparts, each counterpart
19 when so executed to be deemed an original, and all counterparts when taken together
20 shall constitute one and the same agreement. To promote timely compliance with this
21 agreement, facsimile transmission of executed documents shall be deemed sufficient to
22 warrant and commensurate performance. Confirmations shall nevertheless be made by
23 delivery of the executed original to the other party as soon as possible.

1 17. Each counsel for each of the parties asserts that he has authority to settle
2 under the terms agreed to herein.

3 IN WITNESS WHEREOF, the counsels for the Albuen and Freedom Air have
4 duly executed this agreement as of the date first set forth below.

5
6
7 
JOE HILL

8 Counsel for Plaintiff

11-10-05
Date

9
10
11 
PERRY B. INOS

12 Counsel for Defendant

11/10/05
Date

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